

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re	ISLAND VIEW CROSSING II, L.P.,	:	Chapter 11
		:	
	Debtor	:	Bky. No. 17-14454
		:	
		:	
KEVIN O’HALLORAN, in his capacity as Chapter 11		:	
Trustee for ISLAND VIEW CROSSING II, L.P.,		:	
		:	
	Plaintiff	:	
		:	
		:	
v.		:	
		:	Adv. No. 17-0202
PRUDENTIAL SAVINGS BANK, et al.		:	
		:	
		:	
	Defendant	:	Adv. No. 18-0280

ORDER

AND NOW, upon consideration of the Motion For Partial Summary Judgment filed by Plaintiff Kevin O’Halloran, Trustee with respect to the claims asserted in Adv. No. 18-280 (“the Trustee’s Motion”) (Doc. # 112) and the Motion For Summary Judgment filed by Defendant Prudential Savings Bank with respect to the claims asserted in both adversary proceedings (“Prudential’s Motion”) (Doc. # 126) and the parties’ respective responses thereto;

It is hereby **ORDERED** that:

1. The Trustee's Motion is **DENIED**.
2. Prudential's Motion is **GRANTED IN PART AND DENIED IN PART** as set forth below.
3. Prudential's Motion is **GRANTED** and **JUDGMENT** is entered in favor of Prudential insofar as the Trustee asserts that Prudential committed a breach of an express provision of the parties' contract by failing to refinance the transaction known to the parties as "the Lava

loan.”

4. Prudential’s Motion is **GRANTED** and **JUDGMENT** is entered in favor of Prudential insofar as the Trustee asserts that Prudential committed an anticipatory breach of the parties’ contract in November and December 2015 by verbally threatening to foreclose on the Debtor’s real property when, allegedly, Prudential was unaware of any contractual default by the Debtor.
5. Prudential’s Motion is **GRANTED** and **JUDGMENT** is entered in favor of Prudential insofar as the Trustee asserts that Prudential committed a breach of an express provision of the parties’ contract by failing to fund the April 18, 2016 draw request.
6. Prudential’s Motion is **GRANTED** and **JUDGMENT** is entered in favor of Prudential with respect to the Trustee claim for tortious interference with the Debtor’s contracts.
7. In all other respects, Prudential’s Motion is **DENIED**.
8. A pretrial conference is **SCHEDULED** on **September 15, 2021 at 11:00 a.m.**, at which time the parties should be prepared to discuss appropriate dates for reinstitution of the deadlines in Pretrial Order # 7 that were suspended by the court’s order dated **November 19, 2020** and a timetable for scheduling trial of this adversary proceeding.

Date: August 24, 2021



ERIC L. FRANK
U.S. BANKRUPTCY JUDGE